

<i>SERFF Tracking Number:</i>	<i>KCLF-126824467</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Kansas City Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47075</i>
<i>Company Tracking Number:</i>	<i>PJ142</i>		
<i>TOI:</i>	<i>H20G Group Health - Vision</i>	<i>Sub-TOI:</i>	<i>H20G.000 Health - Vision</i>
<i>Product Name:</i>	<i>Group Vision</i>		
<i>Project Name/Number:</i>	<i>/PJ142</i>		

## Filing at a Glance

Company: Kansas City Life Insurance Company

Product Name: Group Vision

SERFF Tr Num: KCLF-126824467 State: Arkansas

TOI: H20G Group Health - Vision

SERFF Status: Closed-Approved-  
Closed State Tr Num: 47075

Sub-TOI: H20G.000 Health - Vision

Co Tr Num: PJ142

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Author: Dietter Foster-Redmond

Disposition Date: 10/29/2010

Date Submitted: 10/18/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile:

Project Number: PJ142

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 10/29/2010

Explanation for Other Group Market Type:

State Status Changed: 10/29/2010

Deemer Date:

Created By: Dietter Foster-Redmond

Submitted By: Dietter Foster-Redmond

Corresponding Filing Tracking Number: PJ142

Filing Description:

No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. This is a new filing and the forms present a program of group vision insurance. They will not replace any other form

The forms are in final printed form subject to changes in font style, margins, page numbers, order of forms, ink and paper stock. Pages are numbered before any options are selected and, therefore, the page numbers will roll accordingly. Printing standards will never be less than those required by law. Once approved, the Company reserves the right to use the forms in their approved format in a variety of media, including the internet, with the understanding that there may be slight accommodations made for electronic viewing.

SERFF Tracking Number: KCLF-126824467 State: Arkansas  
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 TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision  
 Product Name: Group Vision  
 Project Name/Number: /PJ142

#### Marketing Strategy:

This vision insurance product will be marketed primarily to employer groups, both small and large. However, we are also requesting approval for issue to association, trust and labor union groups.

#### Flesch Test

The certificates have been tested for readability and achieve a Flesch readability score of 51. The policy has been tested as well and it achieves a Flesch readability score of 50.

#### Variability of Forms

The variable material is set off by brackets to be variable so that it may be added to, deleted from or changed. Both the booklet-certificate and the Policy of Incorporation are accompanied by Statements of Variable Language to explain the intended range of variability.

## Company and Contact

#### Filing Contact Information

Dietter Foster-Redmond, Compliance Analyst dfoster-redmond@kclife.com  
 P O Box 219139 800-821-5529 [Phone] 8852 [Ext]  
 Kansas City, MO 64121-9139 816-753-3018 [FAX]

#### Filing Company Information

Kansas City Life Insurance Company	CoCode: 65129	State of Domicile: Missouri
P O Box 219139	Group Code: 588	Company Type: Life
Kansas City, MO 64121-9139	Group Name:	State ID Number:
(800) 821-5529 ext. [Phone]	FEIN Number: 44-0308260	

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? Yes  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Kansas City Life Insurance Company	\$50.00	10/18/2010	40856744

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<i>Project Name/Number:</i>	<i>/PJ142</i>		
<b>Kansas City Life Insurance Company</b>	<b>\$50.00</b>	<b>10/19/2010</b>	<b>40907362</b>

SERFF Tracking Number:	KCLF-126824467	State:	Arkansas
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Company Tracking Number:	PJ142		
TOI:	H20G Group Health - Vision	Sub-TOI:	H20G.000 Health - Vision
Product Name:	Group Vision		
Project Name/Number:	/PJ142		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/29/2010	10/29/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	10/28/2010	10/28/2010	Dietter Foster-Redmond	10/29/2010	10/29/2010
Pending Industry Response	Rosalind Minor	10/19/2010	10/19/2010	Dietter Foster-Redmond	10/19/2010	10/19/2010

<i>SERFF Tracking Number:</i>	<i>KCLF-126824467</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Group Vision</i>		
<i>Project Name/Number:</i>	<i>/PJ142</i>		

## Disposition

Disposition Date: 10/29/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>KCLF-126824467</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>/PJ142</i>		

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	variable listing	Approved-Closed	Yes
<b>Form</b>	Group Vision Insurance Policy	Approved-Closed	Yes
<b>Form (revised)</b>	Group Vision Insurance Certificate	Approved-Closed	Yes
<b>Form</b>	Group Vision Insurance Certificate	Replaced	Yes

*SERFF Tracking Number:* KCLF-126824467 *State:* Arkansas  
*Filing Company:* Kansas City Life Insurance Company *State Tracking Number:* 47075  
*Company Tracking Number:* PJ142  
*TOI:* H20G Group Health - Vision *Sub-TOI:* H20G.000 Health - Vision  
*Product Name:* Group Vision  
*Project Name/Number:* /PJ142

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/28/2010

Submitted Date 10/28/2010

Respond By Date

Dear Dietter Foster-Redmond,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Vision Insurance Certificate, CJ142 (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: KCLF-126824467 State: Arkansas  
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 TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision  
 Product Name: Group Vision  
 Project Name/Number: /PJ142

## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 10/29/2010  
 Submitted Date 10/29/2010

Dear Rosalind Minor,

### Comments:

### Response 1

Comments: I have revised the handicapped dependent provision. I have highlighted the section.

### Related Objection 1

Applies To:

- Group Vision Insurance Certificate, CJ142 (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Vision Insurance Certificate	CJ142		Certificate	Initial			CJ142-AR.pdf
<b>Previous Version</b>							
Group Vision Insurance Certificate	CJ142		Certificate	Initial			CJ142 vision certificate.pdf



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<i>Product Name:</i>	<i>Group Vision</i>		
<i>Project Name/Number:</i>	<i>/PJ142</i>		

No Rate/Rule Schedule items changed.

Sincerely,  
Dietter Foster-Redmond

SERFF Tracking Number: KCLF-126824467 State: Arkansas  
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Company Tracking Number: PJ142  
TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision  
Product Name: Group Vision  
Project Name/Number: /PJ142

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/19/2010  
Submitted Date 10/19/2010  
Respond By Date

Dear Dietter Foster-Redmond,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Vision Insurance Policy, PJ142 (Form)
- Group Vision Insurance Certificate, CJ142 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: KCLF-126824467 State: Arkansas  
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Product Name: Group Vision  
Project Name/Number: /PJ142

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/19/2010  
Submitted Date 10/19/2010

Dear Rosalind Minor,

### Comments:

### Response 1

Comments: I have submitted an additional \$50.00

### Related Objection 1

Applies To:

- Group Vision Insurance Policy, PJ142 (Form)
- Group Vision Insurance Certificate, CJ142 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

<i>SERFF Tracking Number:</i>	<i>KCLF-126824467</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>/PJ142</i>		

**Dietter Foster-Redmond**

SERFF Tracking Number: KCLF-126824467 State: Arkansas

Filing Company: Kansas City Life Insurance Company State Tracking Number: 47075

Company Tracking Number: PJ142

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: Group Vision

Project Name/Number: /PJ142

## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 10/29/2010	PJ142	Policy/Cont ract/Fratern al Certificate	Group Vision Insurance Policy	Initial			PJ142 vision policy.pdf
Approved-Closed 10/29/2010	CJ142	Certificate	Group Vision Insurance Certificate	Initial			CJ142-AR.pdf



**Group Vision Insurance Policy  
Nonparticipating**

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**POLICYHOLDER**

**JURISDICTION OF ISSUE**

**POLICY NUMBER**

**POLICY EFFECTIVE DATE**

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Kansas City Life Insurance Company, in consideration of the application of the Policyholder and the payment of premiums as due, agrees to provide the group insurance benefits according to the provisions on this and the following pages with respect to Insured Individuals in the eligible classes.

This policy is issued and accepted subject to all the terms set forth on this page and on the subsequent pages, which are hereby made a part of this policy. This policy is delivered in the Jurisdiction of Issue and is governed by the laws of that Jurisdiction.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Kansas City, Missouri 64111.

Secretary

President, CEO and Chairman

**READ THIS POLICY CAREFULLY**

**GUIDE TO POLICY PROVISIONS**

Section 1. Policy Data .....1

Section 2. Definition of Certain Terms.....1

Section 3. Benefit Provisions.....2

Section 4. Premium Provisions.....2

Section 5. Termination Provisions.....1

Section 6. General Provisions.....1

Section 7. Claim Provisions.....2

## Section 1. Policy Data

**[Policyholder:**

**Subsidiaries, Divisions, or Affiliates:**

ABC Company

None

**Group Number:** GV-00001

**Classes of Eligible Individuals:**

[All full-time employees in active employment in the United States with the Employer working a minimum of [30] hours per week.]

[You must be an Employee of the Employer in an eligible class.]

[Temporary and seasonal workers are excluded from coverage. Persons who are not legal residents or citizens of the United States are not eligible for coverage.]

**Probationary Waiting Period:**

**Current Individuals** (For Employees hired on or before the policy effective date): [None]

**New Individuals** (For Employees hired after the policy effective date): [30 days]

[After completing the probationary waiting period, the first of the month effective date applies.]

**Employee Contribution:**

**Insured Individual** - Employee contribution is [required / not required]

**Insured Dependent(s)** – Employee contribution is [required / not required]

**[Vision Covered Under Section 125 or FSA?:** [Yes/No]

**Section 125 or FSA Plan Year:** [January 1 through December 31]

**Annual Enrollment Period:** [May 1 through May 31] ]

**Minimum Participation Requirement:**

Minimum Number of Lives – [2 employees]

[Minimum Participation – [20] %]

<u>Number of Eligible Employees</u>	<u>Minimum Participants</u>
3 - 5	100% participation
6	5 enrolled
7	6 enrolled
8	6 enrolled
9	7 enrolled] ]



## **Section 2. Definition of Certain Terms**

For the purpose of this policy, the following terms have the meaning given below:

### **2.1 Actively at Work**

[The employee will be considered actively-at-work with the Employer on a day, which is one of the employee's scheduled workdays if they are performing, in the usual way, all of the regular duties of their job on a full time basis on that day. The employee will be deemed to be actively-at-work on a day, which is not one of the Policyholder's scheduled workdays, only if the employee was actively-at-work on the preceding scheduled workday.]

### **2.2 Active Full-time Employee**

[An employee who works the minimum number of regularly scheduled hours for the Employer indicated in Section 1. Policy Data. [An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer.] [Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.]

### **2.4 Certificate**

A document that describes the benefits provided to the Insured Individual by this policy.

### **2.5 Contributory Insurance**

Insurance for which the Insured Individual pays part or all of the premium.

### **2.6 Eligibility Date**

The date a full-time employee in an eligible class satisfies the probationary waiting period shown in Section 1. Policy Data.

### **2.7 Insured Individual**

An individual whose insurance is in force under the terms of this policy.

### **2.8 Insured Dependent**

A Spouse or Child(ren) whose insurance is in force under the terms of this policy.

### **2.9 Kansas City Life**

Kansas City Life Insurance Company, a Missouri corporation, with its Home Office located at 3520 Broadway, Kansas City, Missouri 64111 and the telephone number is (816) 753-7000.

### **2.10 New Individual**

A newly hired individual or an existing employee that enters into an eligible class because of a change in status.

### **2.11 Non-Contributory Insurance**

Insurance for which the Insured Individual pays none of the premium.

### **2.12 Policy Anniversary Date**

The date established and agreed to by the Policyholder and Us, from which policy months, years and anniversaries are computed.

### **2.13 Policyholder**

The firm or other organization to whom this policy is issued. The term Policyholder will also include those subsidiaries, divisions and affiliates listed in the Policy.

### **2.14 Probationary Waiting Period**

The amount of time an individual must be employed by the Policyholder before being eligible for insurance under this policy. The probationary waiting period is shown in Section 1. Policy Data.

### **2.15 We, Us, and Our**

Kansas City Life Insurance Company also referred to as Kansas City Life.

## **Section 3. Benefit Provisions**

### **3.1 The Benefit**

The benefits provided by this policy are outlined in detail in the Insured Individual's Certificate of Group Vision Insurance. The certificate and any attached riders are hereby made a part of this policy.

## **Section 4. Premium Provisions**

### **4.1 Payment**

The first premium must be paid on or before this policy is effective. All future premiums are payable at the Home Office or to a representative authorized to receive premiums. Each premium must be paid on or before the premium due date. The premium due date will be the day of the month that corresponds numerically with the policy anniversary date.

### **4.2 Method of Premium Payment**

Premiums will be payable monthly unless the Policyholder and Kansas City Life agree on another method of premium payment. [The method of premium payment may be changed upon written request of the Policyholder and upon approval by Kansas City Life on any policy anniversary.]

### **4.3 Changes in Premium Rates**

Premium rates are subject to change according to the terms of this policy.

Premium rates may be changed any time:

- 1) this policy is amended to change the eligibility and/or benefits; or
- 2) a subsidiary, division or affiliate is added to or deleted from this policy.

Kansas City Life may determine that a premium rate change is necessary for reasons other than in (1) or (2) above. However, such a rate change will not be made during the first [12] months or occur more often than once in any 6-month period.

Kansas City Life will provide written notification of any increases in premium rates to the Policyholder at least 31 days prior to the effective date of the increase unless the Policyholder and Kansas City Life both agree otherwise.

Premiums for insurance becoming effective will be charged:

- 1) from the premium due date if it is the same as the Insured Individual's effective date of insurance; or
- 2) from the next premium due date after the Insured Individual's effective date of insurance, if not the same.

Premium charges for any insurance terminated will cease:

- 1) on the premium due date if it is the same as the termination date; or
- 2) on the next premium due date after the termination date, if not the same.

The above manner of charging premiums will not extend insurance coverage beyond a date it would have otherwise terminated.

### **4.4 Monthly Statement**

A monthly statement will be prepared as of the premium due date reflecting the premium payable. This monthly statement will reflect any premium charges and credits due to changes in the number of Insured Individuals and changes in the coverage status of Insured Individuals that took place prior to the premium due date.

If the plan is self-billed by the Policyholder or its third party administrator, the Policyholder or administrator is responsible for maintaining the plan enrollment records and must report eligibility changes to Kansas City Life each month as of the premium due date. Paid premium must support and match the reported eligibility changes. This includes enrollment record information for additions to the plan, terminations and enrollment status changes that are necessary for Kansas City Life to properly credit premium payments and adjudicate claims.

### **4.5 Grace Period**

A grace period of [31-60] days will be granted the Policyholder for the payment of each premium due after the first premium. This policy will continue in force during the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force. If the Policyholder has given written notice in advance of an earlier date of termination, this policy will terminate as of the earlier date.

## **Section 5. Termination Provisions**

### **5.1 Termination for Non-Payment of Premium**

If any premium is not paid before the end of the grace period, this policy will automatically terminate at the end of the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force.

## **5.2 Termination by the Policyholder**

The Policyholder may terminate this policy by giving written notice to Kansas City Life at least 31 days in advance.

## **5.3 Termination by the Company**

*(Standard)*

[Kansas City Life reserves the right to terminate this policy if:

- 1) the participation requirements in Section 1. Policy Data are not maintained;
- 2) the Policyholder fails to furnish promptly any information that Kansas City Life may reasonably require; or
- 3) the Policyholder, without good and sufficient cause, fails to perform its duties pertaining to this policy in good faith.

Kansas City Life will give written notice of termination to the Policyholder at least [30-60] days in advance unless the Policyholder and Kansas City Life both agree otherwise.]

*(Alternative)*

[Kansas City Life reserves the right to terminate this policy on any premium due date after the first policy anniversary date by giving at least [30-60] days advance written notice of termination to the Policyholder.

If the participation requirements in Section 1. Policy Data are not maintained, We reserve the right to terminate this policy at any time by giving at least [30-60] days advance written notice of termination to the Policyholder.]

## **5.4 Termination of Insured Individual's Insurance**

All insurance provided under this policy for an Insured Individual will terminate at 11:59 p.m. on the earliest of the following:

- 1) the date this policy terminates;
- 2) the date this policy is amended or changed to exclude coverage for the class of eligible individuals to which the Insured Individual belongs;
- 3) the date the Insured Individual ceases to be a member of the classes for whom insurance is provided;
- 4) the end of the period for which the Insured Individual has made any required contribution; or
- 5) the date the Insured Individual ceases to be actively-at-work as a full-time employee of the Policyholder [except as provided under a covered leave of absence, [temporary layoff], [change in employment status], [labor strike], or [injury or illness]].

## **5.5 Continuing Insurance on Insured Individuals Absent from Work**

If an Insured Individual is absent from work because of a leave of absence as described under the Family and Medical Leave Act of 1993 (FMLA) or applicable state family and medical leave law (State FML) and the Employer's Human Resource policy provides for continuation of vision coverage during a FMLA or State FML leave of absence, the coverage will be continued until the end of the later of:

- 1) the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
- 2) the leave period permitted by applicable state law.

If an Insured Individual is absent from work because of a leave of absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, the coverage may be continued until the end of the later of:

- 1) the length of time the coverage may be continued for a FMLA or State FML leave of absence; or
- 2) the length of time the coverage may be continued for a leave of absence other than a FMLA or State FML leave of absence.

[If this policy requires an Insured Individual to be actively-at-work, and an Insured Individual is absent from work because of an [injury or sickness], [approved leave of absence other than FMLA or State FML], [temporary lay-off], [labor strike], [or is placed on part-time employment], the Policyholder, acting on a basis that does not discriminate for or against any person, may consider the Insured Individual still employed until the Policyholder notifies Kansas City Life differently or stops paying premiums for the Insured Individual. However, in any event, insurance cannot be continued in this way for longer than the maximum continuation period stated below.

<b>For Absence Due To:</b>	<b>Maximum Continuation Period</b>
[Injury or sickness]	[The lesser of one year from the date injury or sickness begins or the attainment of age 65]]
[Approved leave of absence other than FMLA or State FML]	[One Month]
[Temporary lay-off]	[One Month]
[Strike, lockout, or other labor dispute involving the Employer]	[One Month]
[Part-time employment]	[One Month]

## **Section 6. General Provisions**

### **6.1 Entire Contract**

The contract between the parties consists of:

- 1) this policy;
- 2) the application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued;
- 3) the certificate;
- 4) any endorsements, amendments or riders; and
- 5) any individual applications.

Further in regard to applications:

- 1) statements made are representations not warranties;
- 2) no statement made in applying for this policy will make it void unless it is in a written application; and
- 3) no statement made by an individual in applying for insurance coverage under this policy will reduce benefits or be used as a defense unless it is in a written and signed application.

### **6.2 Enrollment Forms**

Enrollment forms and other information must be received by Kansas City Life within 31 days of the date signed.

### **6.3 Change in the Policy**

No change may be made unless approved in writing by the President; or a Vice President; an Assistant Vice President; a Secretary; or an Assistant Secretary of Kansas City Life. No other person may change or waive any part of the Policy. Any approved change shall be added to the Policy in writing.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects Kansas City Life's liability under the Policy, Kansas City Life may change the Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law;
- 2) will not be made until Kansas City Life gives the Policyholder 31 days notice.

### **6.4 Certificate**

Kansas City Life will give the Policyholder an individual certificate for each insured employee. The certificate is part of the Policy, and will explain the important features of the Policy.

### **6.5 Data to be Furnished**

The Policyholder will give Kansas City Life all information Kansas City Life needs regarding matters pertaining to the insurance. At any reasonable time while the Policy is in force and for one year after that, Kansas City Life may inspect any of the Policyholder's documents, books, or records, which may affect the insurance, or premiums of this policy.

If the Policyholder gives Kansas City Life any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

## **6.6 Time Limit on Premium Adjustments**

Except for fraud, premium adjustments, refunds or charges:

- 1) will be made for the current policy year; and
- 2) will not cover any period more than 3 months.

## **6.7 Misstatement of Facts**

If relevant facts about any Insured Individual were not accurate:

- 1) an adjustment of premium will be made; and
- 2) the facts will decide whether and in what amount insurance is valid under this policy.

## **6.8 Legal Actions**

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy or more than three years after the proof is due.

## **6.9 Incontestability**

Except for non-payment of premium, the insurance provided by the Policy cannot be contested after a period of 2 years from the date of issue of such insurance.

## **6.10 Assignment**

No assignment of any present or future right or benefit under this policy will bind Kansas City Life without its written consent.

## **6.11 Conformity with State Statutes**

Any provision of this policy that is in conflict with the laws of the state where this policy is located on its effective date is amended, to conform to the minimum requirements of the law.

## **6.12 Agency**

For all purposes of this policy, the Policyholder acts on the Policyholder's own behalf or as agent of the Insured Individual. Under no circumstances will the Policyholder be deemed as the agent of Kansas City Life.

# **Section 7. Claim Provisions**

## **7.1 Filing a Claim**

Claims under this policy may be submitted by mailing the completed claim form along with any requested information to Us. We will examine, process and pay all claims that We determine are payable under the terms of this policy.

## **7.2 Notice of Claim**

Written notice of claim must be given within 20 days after the incurred date of the Covered Vision Expense or as soon as reasonably possible. Notice must include the name and address of the Covered Person, group policy number and nature of the loss. If an In-Network Provider is used, notice of claim will be given to Us directly by the Provider on behalf of the Covered Person.

## **7.3 Claim Forms**

We will send the Insured Individual claim forms within 15 days after notice of claim is received. If We do not send the forms within 15 days, the Insured Individual can send Us written proof of loss within the time limit stated in the Proof of Loss provision.

## **7.4 Proof of Loss**

The Insured Individual has 90 days from the date of loss to file a claim. We will not deny a claim filed after 90 days from the date of loss if the claim is filed as soon as it is reasonably possible and, except in the absence of legal capacity, is filed within one year from the date proof is otherwise required.

## **7.5 Time Payment of Claim**

Benefits for loss covered by this policy will be paid when We receive satisfactory written proof of loss but not more than 35 days after receipt of satisfactory proof of loss.

## **7.6 Claim Denial**

If a claim for benefits is wholly or partly denied, the Insured Individual will be furnished with written notification of the decision. This written decision will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the policy provisions on which the denial is based;

- 3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

On any denied claim, the Insured Individual or their representative may appeal to Us for a full and fair review. The Insured Individual may:

- 1) request a review upon written application within 60 days of the claim denial;
- 2) review pertinent documents; and
- 3) submit issues and documents in writing.

We will make a decision no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific references to the policy provisions on which the decision is based.

#### **7.7 Examination**

Kansas City Life, at its own expense, has the right to have any Insured Individual examined as often as reasonably necessary while a claim is pending.

#### **7.8 Claim Review**

The Policyholder (or a designated officer or employee of the Policyholder) is the "named fiduciary" for claims review required by the Employee Retirement Income Security Act of 1974.

**GROUP VISION INSURANCE POLICY  
NONPARTICIPATING**

If you have any questions concerning this policy or if anyone suggests that you change or replace this policy, please contact your agent or the Home Office of the Company.



**3520 Broadway  
Kansas City, Missouri 64111**



### **Certificate of Vision Insurance**

Kansas City Life Insurance Company certifies that in accordance with and subject to the terms of the Group Master Policy, the Insured Individual is insured for the coverage described in this certificate. The Group Master Policy provides the coverage described in this certificate for certain Insured Individuals covered under the Policy.

This certificate describes the Vision Insurance coverage provided by the Group Master Policy. This certificate supersedes and replaces any which may have been issued to You previously.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Kansas City, Missouri 64111.

A handwritten signature in black ink, reading "Wm. C. Schalekamp". The signature is written in a cursive style with a large, prominent "W" and "S".

Secretary

A handwritten signature in black ink, reading "R. Philip B. B.". The signature is written in a cursive style with a large, prominent "R" and "P".

President, CEO and Chairman



**Guide to Certificate Provisions**

[Schedule of Benefits.....

Definition of Certain Terms .....6

General Provisions .....8

Benefits Payable.....12

Limitations and Exclusions .....14

Covered Vision Services .....

Coordination of Benefits .....

Claim Provisions .....16

## Schedule of Benefits

**[Policyholder:**

**Group Number:**

### **Classes of Eligible Individuals:**

[All full-time employees in active employment in the United States with the Employer working a minimum of [30] hours per week.]

[You must be an Employee of the Employer in an eligible class.]

[Temporary and seasonal workers are excluded from coverage. Persons who are not legal residents or citizens of the United States are not eligible for coverage.]

**Probationary Waiting Period:** [As noted in Your Employer's Group Vision Insurance Policy]

## Plan Description

### **FREQUENCY OF USE**

Eye Examination	Once every [12] [24] months
Materials	
Lenses	One complete set of spectacle lenses or contact lenses (in lieu of eyeglasses) every [12] [24] months
Frame	Once every [12] [24] months

### **IN-NETWORK BENEFITS**

	<u>Copayment*</u>
Eye Examination	[\$0-150.00] std \$0 or \$10.00
Materials	
Eyeglasses (lenses and frames**)	[\$0-200.00] std \$0 or \$25.00
Contact Lenses***	
Formulary	[\$0-200.00] std \$0 or \$25.00
Medically Necessary Contact Lens	[\$0-200.00] std \$10.00

*The Covered Person or the attending Provider must send a completed request to Us for medically necessary contact lenses before the lenses are dispensed. Any amount due, over the Allowance for such lenses, is the Covered Person's responsibility. If the required approval is not obtained, benefits will not be paid for such lenses and the entire charge will be Your responsibility.*

\*Copayment does not apply to Optional In-Network items or Covered Expenses received from an Out-of-Network Provider.

\*\*Frames other than [Davis Vision's Designer or Premier Collections] will be paid up to a maximum of \$[50-250.00] std \$130.00. The balance, if any, is the Covered Person's responsibility. [If the Covered Person chooses a frame from the Premium Collection there is an additional Copayment; see "Optional In-Network Items" below.]

\*\*\*Contact lenses other than Formulary contact lenses will be paid up to a maximum of \$[50-250.00] std \$130.00. The balance, if any, is the Covered Person's responsibility.

## Plan Description (Cont.)

[Designer Plan Eyewear from [Davis Vision's Designer Collection.] In-Network Providers will have a complete exclusive [Tower Collection (of Davis Vision frames).] In addition, You and Your Covered Dependents may also select any of the Optional In-Network Items shown below, including frames from [Davis Vision's Premier Collection]. All Optional In-Network Items are subject to the applicable Copayment.]

<b>[Optional In-Network Items]</b>	<b><u>Copayment</u></b>
Premier Frame	[\$0-200.00] std \$25.00
Progressive Addition Multifocal Lenses	
Standard Types	[\$15-250.00] std \$50.00
Premium Types	[\$78-300.00] std \$90.00
Photochromic Glass Lenses	[\$12-100.00] std \$20.00
Scratch Resistant Coating	[\$0-100.00] std \$0
Anti-Reflective Coating	
Standard Types	[\$15-100.00] std \$35.00
Premium Types	[\$26-125.00] std \$48.00
Ultra Types	[\$40-150.00] std \$60.00
Blended Invisible Bifocal Lenses	[\$16-100.00] std \$20.00
Ultra Violet Coating	[\$10-100.00] std \$12.00
Polycarbonate Lenses	[\$24-150.00]* std \$30.00
High Index Lenses	[\$36-200.00] std \$55.00
Plastic Photosensitive Lenses	[\$38-200.00] std \$65.00
Polarized Lenses	[\$38-200.00] std \$75.00
Intermediate Vision Lenses	[\$15-150.00] std \$30.00
Scratch Protection Plan	
Single Vision Lenses	[\$0-100.00] std \$20.00
Multifocal Lenses	[\$0-150.00] std \$40.00

\*no Copayment for children up to age [19-26] (std is 19) or monocular patients.]

### OUT-OF-NETWORK BENEFITS

A Covered Person may use the Provider of their choice for the following covered vision services. Benefits will be paid up to the Allowance shown below. The balance of the charge is the Covered Person's responsibility.

	<b><u>Allowance*</u></b>
Eye Examination	[\$0.00-150.00] std \$40.00
Materials	
Frames	[\$10.00-200.00] std \$45.00
Lenses	
Single Vision	[\$10.00-200.00] std \$40.00
Bifocal	[\$10.00-200.00] std \$60.00
Trifocal	[\$10.00-200.00] std \$80.00
Lenticular	[\$20.00-250.00] std \$80.00
Contact Lenses	[\$20.00-300.00] std \$120.00

\*Unless the examination and materials are medically necessary, any charges in excess of the Allowance are Your responsibility.

Medically Necessary Contact Lens	[\$50.00-350.00] std \$210.00
----------------------------------	-------------------------------

*The Covered Person or the attending Provider must send a completed request to Us for medically necessary contact lenses before the lenses are dispensed. Any amount due, over the Allowance for such lenses, is the Covered Person's responsibility. If the required approval is not obtained, benefits will not be paid for such lenses and the entire charge will be Your responsibility.*

## Plan Description (Cont.)

### [LOW VISION PROGRAM

Comprehensive Evaluation	Once every [12-60] std 60 months (includes [one-four] std four follow-up visits)
Maximum per Evaluation	[\$100-500.00] std \$300
Maximum per Follow-up Visit	[\$50-300.00] std \$100
Low Vision Aids	
Maximum per Aid	[\$300-1,000.00] std \$600
Lifetime Maximum for all Aids	[\$800-2,000.00] std \$1,200

Note this program is available both In and Out of network and is subject to prior approval - the Covered Person or the attending Provider must send a completed request to Us prior to the initial evaluation. Once approved, a Covered Person is eligible for a comprehensive low vision evaluation and [one-four] (std four) follow-up visits every [12-60] (std 60) months up to the maximum for such evaluation and visits shown above. Low vision aids will be provided as prescribed up to the maximum per aid, subject to the lifetime maximum for all aids shown above. Any amount due over the allowances above for an evaluation, follow-up visits or aids, is the Covered Person's responsibility. If the required approval is not obtained, no benefits will be paid for any such evaluation, follow-up visits or aids - the entire charge for such services or supplies will be Your responsibility.] ]

## Definition of Certain Terms

### **[Actively-at-Work]**

You will be considered to be actively-at-work with Your Employer on a day, which is one of Your Employer's scheduled workdays if You are performing, in the usual way, all of the regular duties of Your job on a full time basis on that day. You will be deemed to be actively-at-work on a day, which is not one of Your Employer's scheduled workdays, only if You were actively-at-work on the preceding scheduled workday.]

### **[Active Full-time Employee]**

An employee who works the minimum number of regularly scheduled hours for the Employer indicated on the Schedule of Benefits. [An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer.] [Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.]

### **Allowance**

The flat dollar amount payable under this Policy for eye examinations, the fitting of eyeglasses or Materials received and/or purchased by the Covered Person.

### **Annual Enrollment Period**

The period of time, established by the Employer, during which You have an opportunity to select Your benefits and Your Dependent's benefits for the coming year.

### **Copayment**

The amount the Covered Person is required to pay to the Provider prior to an eye examination or toward the cost of Materials. Copayments, if applicable, are shown in the Plan Description.

### **Covered Person**

All individuals and dependents whose insurance is in force under the policy.

### **Covered Vision Expense**

An expense for eye examinations, the fitting of eyeglasses or Materials, incurred by the Covered Person, for which benefits are payable under the Policy.

### **Eligibility Date**

The date a full-time employee in an eligible class satisfies the probationary waiting period shown in Section 1. Policy Data.

### **Enrollment, Enrollment Form**

The written request for enrollment in the plan of insurance by an eligible person on a form acceptable to Us.

### **In-Network Provider**

Providers who have entered into a contract with [Davis Vision] to provide eye examinations and/or materials on a Scheduled Fee basis. These Providers are part of [Davis Vision's] Provider Network.

### **Insured Individual**

An individual whose insurance is in force under the terms of the Policy.

### **Insured Dependent**

A Spouse or Child(ren) whose insurance is in force under the terms of the Policy.

### **Kansas City Life**

Kansas City Life Insurance Company, a Missouri corporation, with its Home Office located at 3520 Broadway, Kansas City, Missouri 64111 and the telephone number is (816) 753-7000.

### **Life Event**

Life Event means one of the following: 1) Your marriage or divorce; 2) the death of Your spouse; 3) the birth or adoption of Your child; 4) the death of Your child; 5) a change in the employment status of Your spouse; or 6) a change in Your employment status.

### **Materials**

Frames and lenses provided to a Covered Person for ophthalmic correction under the terms and

conditions of the Policy.

**[Optional In-Network Items]**

Materials provided under the Policy that can be selected at the Covered Person's option, subject to a Copayment, if any, shown in the Plan Description.]

**Out-of-Network Provider**

Providers of optometric services who have *not* entered into a contract with [Davis Vision] to provide vision care services.

**Policy**

The contract of insurance made by Kansas City Life and the Policyholder.

**Policyholder**

The firm or other organization in whose name the Policy is issued. The term Policyholder will include only those Subsidiaries, Divisions and Affiliates listed in the Policy.

**Provider**

A practitioner who is a legally qualified professional providing eye examinations and refractive and/or post-refractive services within the scope of their license. This term includes an ophthalmologist, an optometrist or an optician recognized as such in accordance with the laws of the state in which the services are provided. The Policy recognizes two categories of Providers; In-Network Providers and Out-of-Network Providers. Refer to these definitions for further information.

**Scheduled Fee**

The amount negotiated between an In-Network Provider and [Davis Vision] as full payment for eye examinations, the fitting of eyeglasses and Materials received or purchased by the Covered Person.

**Usual and Customary Charge**

That portion of a charge, as determined by Us, made by a Provider for eye examinations, the fitting of eyeglasses or Materials which does not exceed the lesser of:

- 1) the customary charge made by other providers rendering or furnishing such care, treatment or supplies within the same geographic area; or
- 2) the usual charge the provider most frequently makes to patients for the same service.

We will base our determination of the customary charges within a geographical area on a study or survey done to determine such charges. Consideration will be given to the nature and severity of the condition being treated including any complications which require additional time, skill, treatment or expertise.

**We, Us, and Our**

Kansas City Life Insurance Company also referred to as Kansas City Life.

**You/Your**

The individual who is insured under this plan. The words "You" and "Your" with respect to any benefits, rights and privileges outlined in this certificate, refer to the employee.

## Eligibility and Effective Dates

### **Who can be insured?**

All members of the eligible classes shown on the Schedule of Benefits can be insured.

### **When am I eligible to be insured?**

You are eligible to be insured on the latest of:

- 1) the policy effective date;
- 2) the date You become a member of an eligible class shown on the Schedule of Benefits; or
- 3) the date You complete the probationary waiting period (if any).

The probationary waiting period may differ for current and new Insured Individuals. The probationary waiting periods are shown in the Vision Insurance Policy.

### **[When does my insurance begin?**

To become insured, You must complete, sign and submit an enrollment form to the Policyholder within 31 days of Your eligibility date.

#### **(If the first of the policy month effective date applies)**

Your insurance begins on the first day of the policy month, which coincides with, or next follows the date You are first eligible, but only if You are a member of an eligible class on the date insurance is to begin.

If You are not a member of an eligible class on the date insurance is to begin, insurance will begin on the first day of the policy month following Your entry into an eligible class.

#### **(If the first of the policy month effective date does not apply)**

Your insurance begins on the date You are first eligible, but only if You are a member of an eligible class on the date insurance is to begin.

If You are not a member of an eligible class on the date insurance is to begin, insurance will begin on the next date that You are a member of an eligible class.

To become insured, You must complete, sign and submit an enrollment form to the Policyholder within 31 days of Your eligibility date.

#### **(If the first of the policy month effective date applies)**

Your insurance begins on the later of the following dates, but only if You are a member of an eligible class on the date insurance is to begin:

- 1) the first day of the policy month which coincides with or next follows the date You are first eligible, if You submit the enrollment form on or before the date You are first eligible;
- 2) the first day of the policy month, which coincides with or next follows the date You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible;
- 3) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
- 4) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.

You cannot apply for insurance or for a change in Your insurance option at any other time.

If You are not a member of an eligible class on the date insurance is to begin, such insurance will begin on the first day of the policy month following Your entry into an eligible class.

#### **(If the first of the policy month effective date does not apply)**

Your insurance begins on the later of the following dates, but only if You are a member of an eligible class on the date insurance is to begin:

- 1) the date You are first eligible, if You submit the enrollment form on or before the date You are first eligible;
- 2) the date You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible;
- 3) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
- 4) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.

You cannot apply for insurance or for a change in Your insurance option at any other time.

If You are not a member of an eligible class on the date insurance is to begin, such insurance will begin on the next date that You are a member of an eligible class.】

### **When am I eligible for insurance for my dependents?**

You are eligible for insurance for Your dependents on the later of:

- 1) the date You are eligible to be insured; or
- 2) the date You acquire an eligible dependent.

The date acquired for eligible dependents is as follows:

- 1) a spouse is deemed acquired on the date of marriage;
- 2) a natural child is deemed acquired on the date of birth;
- 3) an adopted child is deemed acquired on the date of placement for the purpose of adoption and continues to be eligible unless the placement is disrupted prior to legal adoption and the child is removed from placement;
- 4) a stepchild is deemed acquired on the date of marriage to the natural parent; and
- 5) a grandchild or other child is deemed acquired on the first date he or she meets the definition of "child" as shown below.

### **Who are eligible dependents?**

Eligible dependents are:

- 1) Your spouse; and/or
- 2) [each unmarried child who is:
  - a) under [19] years of age;
  - b) [19 years of age, or to age 25, if the child:
    - i) is a full-time student. A full-time student is a dependent child who attends an accredited high school, college, university, technical school, trade school or vocational school on a full-time basis. It is the responsibility of the insured individual to provide Kansas City Life with evidence of a dependent's full-time student status if older than age 19. This evidence must be presented on school letterhead each semester and include the semester enrolled and the number of credit hours; or]
  - c) age [19] or over if the child:
    - i) is incapable of earning a living due to mental or physical handicap on the day before reaching the age limit;
    - ii) depends on You for more than half of his or her support on that day; and
    - iii) remains incapacitated and dependent as described. **You must submit proof of incapacity and dependency to Kansas City Life after the child reaches the age limit.** Kansas City Life can require proof of continued incapacity and dependency but not more than once each year after the two-year period following the child reaching that age limit.】

Child includes only:

- 1) Your natural child or adopted child; and/or
- 2) Your stepchild, grandchild, or other child who lives with You in a regular parent-child relationship and for whom You (or Your spouse who lives with You) have legal custody ordered by a court of competent jurisdiction.

No one can be insured as a dependent of more than one Insured Individual.

No one on active duty in the Armed Forces of any country can be insured as a dependent.

No one can be insured as a dependent if eligible for insurance as an Insured Individual, except if You and Your spouse can be insured as an Insured Individual, one (and only one) of You may insure the other for vision care expenses.



**[When does insurance for dependents begin?**

To insure Your dependents, You must complete, sign and submit an enrollment form to the Policyholder within 31 days after Your dependent becomes eligible. Your request must include all Your dependents then eligible.

**(If the first of the policy month effective date applies)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins; or
- 2) the first day of the policy month, which coincides with the date, You are first eligible for insurance for Your dependents.

**(If the first of the policy month effective date does not apply)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins; or
- 2) the date You are first eligible for insurance for Your dependents.

To insure Your dependents, You must complete, sign and submit an enrollment form to the Policyholder within 31 days after Your dependent becomes eligible. Your request must include all Your dependents then eligible.

**(If the first of the policy month effective date applies)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins;
- 2) the first day of the policy month which coincides with or next follows:
  - a) the date You are first eligible for insurance for Your dependents, if You submit the enrollment form on or before the date You are first eligible for insurance for Your dependents;
  - b) the date You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible for insurance for Your dependents;
  - c) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
  - d) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.

You cannot apply for insurance or for a change in Your dependent's insurance option at any other time.

**(If the first of the policy month effective date does not apply)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins;
- 2) the date:
  - a) You are first eligible for insurance for Your dependents, if You submit the enrollment form on or before the date You are first eligible for insurance for Your dependents;
  - b) You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible for insurance for Your dependents;
  - c) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
  - d) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.]

You cannot apply for insurance or for a change in Your dependent's insurance option at any other time.

You must inform Kansas City Life and the Policyholder in writing when Your last dependent is no longer eligible. The Policyholder has forms available for this purpose. Kansas City Life will not give refunds or credits for Your payment toward the cost of insurance for Your dependents for any period before the later of:

- 1) the date Your last dependent's insurance ends; or
- 2) 90 days before the date Kansas City Life is informed.

**Dependents acquired after Your coverage is effective.**

Newborns are covered from the date of birth to the next premium due date that is at least 31 days after the child's birth. To continue coverage after this date You must request the coverage in writing and agree to make any required contributions.

All other dependents will be covered from the date of eligibility, if written request and payment of any required premium is submitted within 31 days.

## **Termination Provisions**

**When does insurance terminate?**

[Insurance under the Policy for You or Your dependents will end at 11:59 p.m. on the earliest of:

- 1) the date the Policy terminates;
- 2) the date the Policy is amended or changed to end the insurance for the class of eligible individuals to which You belong;
- 3) the date You cease to be a member of a class for whom insurance is provided;
- 4) the date that ends the period for which You last made any required payment toward the cost of insurance for You or Your dependents;
- 5) the date You cease to be actively-at-work as a full-time employee of the employer, if the Policy requires You to be actively-at-work [except as provided under a covered leave of absence, [temporary layoff], [change in employment status], [labor strike], or [injury or illness]];
- 6) the date Your dependents cease to be eligible;
- 7) the date, which You or Your dependent enters the Armed Forces, other than for reserve duty of 30 days or less.]

**[If I terminate my coverage when will I be eligible to re-enroll in coverage?**

Once You enroll in this coverage, You can't terminate Your vision coverage until the next Annual Open Enrollment Period. If You terminate Your vision coverage, You can't enroll again until the next Annual Open Enrollment Period. If Your insurance ends because You fail to make the required premium contribution, You and Your Dependents, if any, will not be eligible until the next Annual Open Enrollment Period.]

**Can my coverage continue while I am not actively-at-work?**

The Policyholder may (but is not required to) consider You a member of an eligible class (and continue Your insurance) even though You are:

- 1) put on approved leave of absence;
- 2) [temporarily laid-off and the Policyholder expects to call You back to work;]
- 3) [placed on part-time employment; or]
- 4) [unable to work because of injury or sickness.]

The Policyholder must treat all Insured Individuals the same for purposes of continuing insurance.

If Your insurance is so continued, it will end on the earliest of:

- 1) the date the Policyholder notifies Kansas City Life that You are no longer a member of an eligible class; or
- 2) the date that ends the period for which the Policyholder last paid the premium for You; or
- 3) the date that ends the maximum continuation period for which the insurance can be continued.

The maximum continuation period is as follows:

- for FMLA or State FML – leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments or by applicable state law
- [for [temporary lay-off], [part time employment] or [approved leave of absence] –[one month]]
- [for injury or sickness – the lesser of one year from the date injury or sickness begins or the attainment of age [65]]

## Benefits Payable

### What benefits are payable?

Subject to all the terms of the Policy, we will pay for Covered Vision Expenses incurred by You and Your Covered Dependents as shown in the Plan Description.

### What is the difference between an In-Network Provider and an Out-of-Network Provider?

In-Network Providers have entered into a contract with [Davis Vision] to provide eye examinations and/or materials on a Scheduled Fee basis. These Providers are part of [Davis Vision's] Provider Network. Out-of-Network Providers of optometric services have *not* entered into a contract with [Davis Vision] to provide vision care services.

You and Your Dependents may use either an In-Network or an Out-of-Network Provider for Covered Vision Expenses. If an In-Network Provider is used, You will only be billed for the difference between the applicable Copayment, if any, and the Scheduled Fee for the Covered Vision Expense. Use of an Out-of-Network Provider may result in additional charges. Out-of-Network Providers may bill You for the difference between the Allowance and the Provider's *actual charge* for the eye examination and materials.

## Covered Vision Expenses

Subject to the Limitations and Exclusions, Covered Vision Expenses include charges made by a Provider for the following vision care services while You or Your Dependents, if any, are insured for these benefits. The benefits payable under the Policy vary depending upon which Provider rendered the services.

### Eye Examination

Covered Expenses for an eye examination include the following procedures:

- 1) Case history - chief complaint, eye and vision history, medical history
- 2) Entrance distance acuities
- 3) External ocular evaluation including slit lamp examination
- 4) Internal ocular examination
- 5) Tonometry
- 6) Distance refraction - objective and subjective
- 7) Binocular coordination and ocular motility evaluation
- 8) Evaluation of pupillary function
- 9) Biomicroscopy
- 10) Gross visual fields
- 11) Assessment and plan
- 12) Advise a Covered Person on matters pertaining to vision care
- 13) Form completion - school, motor vehicle, etc.

Eye examinations from an In-Network Provider are subject to the Copayment shown in the Plan Description. The Covered Person must contact an In-Network Provider before an eye examination. The In-Network Provider will verify that person's eligibility for Covered Expenses with Us before the examination takes place. The Provider will submit the Covered Person's claim directly to Us.

Benefits under the Policy for eye examinations from an Out-of-Network Provider are payable up to the Allowance shown in the Plan Description or the actual charge for the eye examination, whichever is less. A Covered Person is responsible for any amount in excess of the Allowance.

### Fitting of Eyeglasses

If vision correction is recommended by a Provider, Covered Vision Expenses will include the fitting of eyeglasses and follow-up adjustments.

**Materials**

[Designer Collection frames and the following lenses as provided through [Davis Vision]]:

- 1) Glass or plastic lenses, in single vision, bifocal or trifocal prescriptions. The following types of lenses are also included:
  - a) Prescription sunglasses with grey glass #3 lenses
  - b) Oversized lenses
  - c) Fashion and gradient tinting of plastic lenses
  - d) Cataract lenses
  - e) Contact lenses

The above materials are subject to the Copayment for In-Network Benefits shown in the Plan Description.

- [2) Optional In-Network Items. These materials are subject to the Copayment for Optional In-Network Items shown in the Plan Description:
  - a) Progressive Addition Multifocal Lenses (e.g. invisible bifocals)
  - b) Photochromic Lenses - Single vision or multifocal
  - c) Scratch Resistant Coating
  - d) Standard Anti-Reflective Coating
  - e) Premium Anti-Reflective Coating
  - f) Ultra Anti-Reflective Coating
  - g) Blended Invisible Bifocal Lenses
  - h) Ultraviolet Coating
  - i) Polycarbonate Lenses (covered in full for children up to age [19-26] (std is 19) and monocular individuals)
  - j) High index lenses
  - k) Plastic Photosensitive Lenses
  - l) Polarized lenses
  - m) Intermediate Vision Lenses
  - n) Premier Frames - Frames from the Premier Collection are available with the Designer Collection package at the option of the Covered Person.]

Frames and lenses from an Out-of-Network Provider or from an In-Network Provider's own collection are payable up to the Allowance shown in the Plan Description for Out-of-Network Materials or the actual charge for the frames and lenses, whichever is less. A Covered Person is responsible for any amount in excess of the Allowance shown in the Plan Description.

Medically necessary contact lenses prescribed for a Covered Person are subject to prior approval. The Covered Person or the attending Provider must send a completed request to Us before the lenses are dispensed. If the required approval is not obtained no benefit will be paid for such lenses and the entire charge will be Your responsibility.

The incurred date of charge for a vision care examination, refractive and/or post refractive services or materials, as evidenced by a proper receipt, is:

- 1) the date a service or procedure is performed; or
- 2) the date a purchase is made.

**[Low Vision Program**

Benefits are payable up to the allowance, subject to the maximum shown in the Plan Description for the Covered Vision Expense. Covered Vision Expenses include:

- Comprehensive low vision evaluation in addition to a comprehensive eye examination when the comprehensive eye examination indicates a need for such an evaluation
- Follow-up visits
- Low Vision Aids

This benefit is subject to prior approval. The Covered Person or the attending Provider must send a completed request to Us prior to the initial low vision evaluation. If the required approval is not obtained, no benefits will be paid for the above expenses and the entire charge will be Your responsibility.]

## **Limitations and Exclusions**

**What are the limitations and exclusions?**

Benefits will not be paid for and the term "Covered Vision Expenses" will not include charges:

- 1) For services or supplies not recommended by a Provider.
- 2) For periodic vision examinations, except as provided for in the Plan Description.
- 3) For eye examinations required by an Employer as a condition of employment.
- 4) For services or materials provided in connection with special procedures such as orthoptics and visual training, or in connection with medical or surgical treatment.
- 5) For lenses which do not provide vision correction.
- 6) For two pair of glasses in lieu of bifocals.
- 7) For charges for the replacement of lost or stolen lenses or frames within [24] months of service.
- 8) For sickness or injury covered by a workers' compensation act or other similar legislation.
- 9) Incurred as a direct or indirect result of war (declared or undeclared).
- 10) Incurred as a result of an intentionally self-inflicted injury or injury sustained while committing a crime.
- 11) For services or supplies furnished to a Covered Person before the effective date of the Policy or after the date a Covered Person's Insurance ends.
- 12) For services or supplies which are not generally accepted in the United States as being necessary and appropriate for the treatment of a patient's sickness or injury.
- 13) For any medical treatment rendered outside the United States [or Canada].
- 14) For services rendered by practitioners who do not meet the definition of Provider.
- 15) For expenses covered by:
  - a) Any other group insurance.
  - b) A health maintenance organization or hospital or medical services prepayment plan available through an Employer, union or association.
- 16) For any expenses covered by any union welfare plan or governmental program or a plan required by law.
- 17) For medically necessary contact lenses prescribed for a Covered Person for which prior approval was not obtained from Us.

- [18) For comprehensive low vision evaluations, subsequent follow-up visits following such evaluation or low vision aids for which prior approval was not obtained from Us.]

## Coordination of Benefits (“COB”)

It is common for family members to be covered by more than one Vision care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers. Kansas City Life will request information regarding eligible dependents’ coverage under other plans once per year.

The purpose of this coverage is to provide protection not profit. In no event will reimbursement by all coverages combined exceed 100% of allowable expenses during a benefit determination period.

**Benefit Determination Period** – A calendar year beginning on January 1st and ending on December 31st.

**Allowable Expenses** - Any medically necessary, reasonable and customary item of expense that is covered in part or in full by either one or both plans. If a plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an expense incurred and a benefit paid. Benefit reductions for failure to follow the primary plans rules are not an allowable expense.

**Primary Plan** – The plan that pays benefits first based on the established Order of Benefit Determination rules.

**Secondary Plan** – The plan that coordinates benefits with the primary plan and usually pays a reduced benefit.

**Credit Reserve** – The difference between what the plan would have paid had there been no other coverage and the amount actually paid after coordinating benefits.

### Order of Benefit Determination

If you or a family member are covered under another group plan as well as this one, the following Order of Benefit Determination will be used to determine which plan is primary and which plan is secondary.

- 1) The plan that does not have a COB provision will always be primary.
- 2) The plan that covers the claimant, as an employee will pay their benefits before the plan that covers the claimant as a dependent.
- 3) In the case of a dependent child, the plan that covers the parent whose birthday (month/day) occurs earlier in the year will pay their benefits before the plan that covers the parent whose birthday occurs later in the year. If both parents have the same birthday then the plan that has covered the child the longest will pay their benefits first. If the other plan does not have this “birthday rule” then the rule of the other plan (the “gender rule”) will apply.
- 4) In the case of divorced or legally separated parents, the plan covering the claimant as a dependent of the natural parent with custody will pay their benefits before the plan covering the claimant as a dependent of the parent without custody.
- 5) If the parent with custody has remarried then the plan covering the claimant as a dependent of the parent with custody pays their benefits first, the plan covering the claimant as a dependent of the step-parent with custody pays second and the plan covering the claimant as a dependent of the parent without custody pays last.
- 6) If there is a court order that establishes financial responsibility for medical, dental or other health care expenses of the child, the plan that covers the parent with such financial responsibility will pay their benefits before any other plan that covers the child as a dependent.
- 7) If the above rules do not establish Order of Benefit Determination then the plan that has covered the claimant the longest will be primary.

### How COB works

**As the primary carrier**, we will pay the benefits due under this plan as if there were no other coverage.

**As the secondary carrier**, we will require an Explanation of Benefits from the primary carrier. We will calculate our normal benefit, subtract the primary carrier’s payment from the allowable expense and pay the difference up to our normal benefit. The difference between the amount paid and the amount we would have paid had there been no other coverage is put into a credit reserve account. This reserve is

used to pay for expenses incurred during a benefit determination period that might not otherwise have been payable. In no event will we pay more than we would have paid in the absence of other coverage.

In the event the primary carrier has a different allowance for the same service, we will consider the higher of the two as an allowable expense.

In the event the primary carrier covers a service that is not covered under this plan, benefits may be payable up to the amount held in credit reserve for the year. If there is no credit reserve, no benefits will be payable.

In order to make this provision work properly you are required to furnish other coverage information to Kansas City Life and all charges must be submitted to both carriers.

As permitted by law, Kansas City Life may:

- 1) Obtain from any person, provider, insurance company or organization information required to make this provision work; and
- 2) Release to any person, provider, insurance company or organization information required to make this provision work.

Under this provision, Kansas City Life reserves the right to:

- 1) Recover any overpayment which Kansas City Life may have made to you or any provider, insurance company, person or organization on your behalf, and
- 2) Reimburse any other organization up to the limits of our liability under this plan for payments that should have been made by Kansas City Life but were made by the other organization in error. Any amount paid under this provision will be considered a benefit paid and will be applied to the claimant's annual and/or lifetime maximum.

## **Claim Provisions**

### **How do I file a claim?**

All claims for benefits should be submitted on Our forms. All claims for Out-of-Network benefits should be submitted on Our forms. You or the Provider should obtain claim forms from the Policyholder or Us. If We fail to provide You with claim forms within 15 days of Your request, You:

- 1) May submit Your claim in a letter stating the medical expense for which the claim is made.
- 2) Will be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for submitting proof of loss, written proof covering the occurrence for which a claim is made, and the character and the extent of loss for which a claim is made.

### **When are benefits payable?**

Subject to satisfactory written proof of loss, any benefits payable under the Policy will be paid within 35 days of Our written receipt of such proof of loss, or Our initial notice of decision of claim, if later.

All In-network benefits will be paid directly to the Provider. Out-of-network benefits will be paid to You unless You provide written authorization for payment to the Provider. Any accrued benefits unpaid at the time of Your death will either be paid to Your beneficiary or to Your estate. If any benefits are payable to Your estate, or to a person who is a minor, or otherwise not competent to give a valid release, We may pay the indemnity to an amount not exceeding \$1,000 to any of Your relatives by blood or marriage who We deem to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

### **When must a claim be filed to receive benefits?**

Written notice of a claim must be given to Us within 20 days after the incurred date of the Covered Vision Expense or as soon thereafter as reasonably possible. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. If an In-Network Provider is used, notice of claim will be given to Us directly by the Provider on behalf of the Covered Person.

No action at law or inequity may be brought to recover under the Policy before 60 days after proof of loss has been filed nor will such action be brought at all unless brought within three years from the end of the time allowed for furnishing proof of loss.

**What notification will You receive if Your claim is denied?**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

**What recourse do You have if Your claim is denied?**

On any denied claim, You or Your representative may appeal to Us for a full and fair review. You may:

- 1) request a review upon written application within 180 days of the claim denial;
- 2) review pertinent documents; and
- 3) submit issues and documents in writing.

We will make a decision no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific references to the policy provisions on which the decision is based.



<i>SERFF Tracking Number:</i>	<i>KCLF-126824467</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Kansas City Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47075</i>
<i>Company Tracking Number:</i>	<i>PJ142</i>		
<i>TOI:</i>	<i>H20G Group Health - Vision</i>	<i>Sub-TOI:</i>	<i>H20G.000 Health - Vision</i>
<i>Product Name:</i>	<i>Group Vision</i>		
<i>Project Name/Number:</i>	<i>/PJ142</i>		

## Supporting Document Schedules

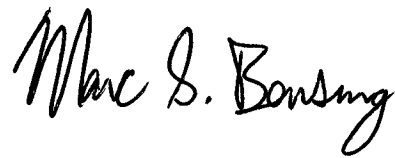
	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	10/29/2010
<b>Comments:</b>		
<b>Attachment:</b>		
READABILITY CERTIFICATION.pdf		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	10/29/2010
<b>Comments:</b>		
Application GA120-C approved 07/02/1997		
Enrollment form GA173-AR approved 12/11/2008		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> variable listing	Approved-Closed	10/29/2010
<b>Comments:</b>		
<b>Attachment:</b>		
PJCJ142 Vision Variable Listing.pdf		

## READABILITY CERTIFICATION

Form	Score
PJ142	50
CJ142	51



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**Name:** Marc S. Bensing

**Title:** Assistant Vice President

**Company:** Kansas City Life Insurance Company

**Date:** October 18, 2010



**KANSAS CITY LIFE  
INSURANCE COMPANY**

**KANSAS CITY LIFE INSURANCE COMPANY  
VISION EXPLANATION OF VARIABLES**

**GENERAL POLICY AND CERTIFICATE VARIABLES**  
Policy Form No. PJ142 and Certificate Form No. CJ142

Bracketed text may be included or omitted according to a policyholder's plan of insurance.

When bracketed text is deleted, paragraphs may be moved to suit the needs of a particular policyholder.

Titles of specific Acts or Laws may be modified as appropriate.

Letters and numbers as they appear in a list, punctuation or words such as "and" or "or" will be included or omitted as needed in order to make the statement or list read correctly.

**SPECIFIC VARIABLES**

**POLICY**

**FACE PAGE:** All "John Doe" and case specific information will vary as requested for each specific case, and as agreed to by the policyholder and Us.

**GUIDE TO POLICY PROVISIONS:** May be expanded to provide more detail.

**Section 1. Policy Data:**

Within the **Classes of Eligible Individuals** provision, the bracketed language can be varied to describe eligible classes under the employer's plan, subject to state law.

The **Probationary Waiting Period** will vary according to a policyholder's plan, but will not be more restrictive than what is required under state law.

The **Employee Contribution, Annual Open Enrollment and Minimum Participation Requirement** provisions will vary according to a policyholder's plan.

**Section 2. Definition of Certain Terms:** The bracketed definitions may be included or omitted if not applicable, according to a policyholder's plan of insurance.

**Section 5. Termination Provisions:** The bracketed text may be included or omitted if not applicable, according to a policyholder's plan of insurance.

**CERTIFICATE OF VISION INSURANCE**

**GUIDE TO POLICY PROVISIONS:** May be expanded to provide more detail.

**Schedule of Benefits:**

All "John Doe" and case specific information will vary as requested for each specific case, and as agreed to by the policyholder and Us.

## KANSAS CITY LIFE INSURANCE COMPANY

### VISION EXPLANATION OF VARIABLES

Within the **Classes of Eligible Individuals** provision, the bracketed language can be varied to describe eligible classes under the employer's plan, subject to state law.

The **Probationary Waiting Period** will vary according to a policyholder's plan, but will not be more restrictive than what is required under state law.

#### **Plan Description:**

The language describing time frames and durations will vary based on the plan design selected by the policyholder.

The dollar amounts may vary within the range shown in the brackets in \$1 increments.

We reserve the right to modify the name of the preferred provider organization to accommodate changes in the vendor used.

**Definition of Certain Terms:** The bracketed definitions may be included or omitted if not applicable, according to a policyholder's plan of insurance.

#### **Eligibility and Effective Dates:**

Within the **When does my insurance begin** and **When does insurance for dependents begin** provisions, the appropriate paragraph will be used depending on the Employee Contribution and Probationary Waiting Period selected by the policyholder.

The **Who are eligible dependents** provision can be varied to describe eligible dependents according to a policyholder's plan, subject to state law.

**Termination Provisions:** The bracketed text within **When does insurance terminate** and **Can my coverage continue while I am not actively-at-work** may be modified as agreed to by the policyholder and Us.

Within **Covered Vision Expenses** provision *Optional In-Network Items* and *Low Vision Program* may be removed to accommodate changes in the vendor used.

<i>SERFF Tracking Number:</i>	<i>KCLF-126824467</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>PJ142</i>		
<i>TOI:</i>	<i>H20G Group Health - Vision</i>	<i>Sub-TOI:</i>	<i>H20G.000 Health - Vision</i>
<i>Product Name:</i>	<i>Group Vision</i>		
<i>Project Name/Number:</i>	<i>/PJ142</i>		

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
10/18/2010	Form	Group Vision Insurance Certificate	10/29/2010	CJ142 vision certificate.pdf (Superceded)



### **Certificate of Vision Insurance**

Kansas City Life Insurance Company certifies that in accordance with and subject to the terms of the Group Master Policy, the Insured Individual is insured for the coverage described in this certificate. The Group Master Policy provides the coverage described in this certificate for certain Insured Individuals covered under the Policy.

This certificate describes the Vision Insurance coverage provided by the Group Master Policy. This certificate supersedes and replaces any which may have been issued to You previously.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Kansas City, Missouri 64111.

Secretary

President, CEO and Chairman

**Guide to Certificate Provisions**

[Schedule of Benefits.....

Definition of Certain Terms .....6

General Provisions .....8

Benefits Payable.....12

Limitations and Exclusions .....14

Covered Vision Services .....

Coordination of Benefits .....

Claim Provisions .....16

## Schedule of Benefits

[Policyholder:

Group Number:

### Classes of Eligible Individuals:

[All full-time employees in active employment in the United States with the Employer working a minimum of [30] hours per week.]

[You must be an Employee of the Employer in an eligible class.]

[Temporary and seasonal workers are excluded from coverage. Persons who are not legal residents or citizens of the United States are not eligible for coverage.]

**Probationary Waiting Period:** [As noted in Your Employer's Group Vision Insurance Policy]

## Plan Description

### FREQUENCY OF USE

Eye Examination	Once every [12] [24] months
Materials	
Lenses	One complete set of spectacle lenses or contact lenses (in lieu of eyeglasses) every [12] [24] months
Frame	Once every [12] [24] months

### IN-NETWORK BENEFITS

	<u>Copayment*</u>
Eye Examination	[\$0-150.00] std \$0 or \$10.00
Materials	
Eyeglasses (lenses and frames**)	[\$0-200.00] std \$0 or \$25.00
Contact Lenses***	
Formulary	[\$0-200.00] std \$0 or \$25.00
Medically Necessary Contact Lens	[\$0-200.00] std \$10.00

*The Covered Person or the attending Provider must send a completed request to Us for medically necessary contact lenses before the lenses are dispensed. Any amount due, over the Allowance for such lenses, is the Covered Person's responsibility. If the required approval is not obtained, benefits will not be paid for such lenses and the entire charge will be Your responsibility.*

\*Copayment does not apply to Optional In-Network items or Covered Expenses received from an Out-of-Network Provider.

\*\*Frames other than [Davis Vision's Designer or Premier Collections] will be paid up to a maximum of \$[50-250.00] std \$130.00. The balance, if any, is the Covered Person's responsibility. [If the Covered Person chooses a frame from the Premium Collection there is an additional Copayment; see "Optional In-Network Items" below.]

\*\*\*Contact lenses other than Formulary contact lenses will be paid up to a maximum of \$[50-250.00] std \$130.00. The balance, if any, is the Covered Person's responsibility.



## Plan Description (Cont.)

[Designer Plan Eyewear from [Davis Vision's Designer Collection.] In-Network Providers will have a complete exclusive [Tower Collection (of Davis Vision frames).] In addition, You and Your Covered Dependents may also select any of the Optional In-Network Items shown below, including frames from [Davis Vision's Premier Collection]. All Optional In-Network Items are subject to the applicable Copayment.]

<b>[Optional In-Network Items]</b>	<b><u>Copayment</u></b>
Premier Frame	\$[0-200.00] std \$25.00
Progressive Addition Multifocal Lenses	
Standard Types	\$[15-250.00] std \$50.00
Premium Types	\$[78-300.00] std \$90.00
Photochromic Glass Lenses	\$[12-100.00] std \$20.00
Scratch Resistant Coating	\$[0-100.00] std \$0
Anti-Reflective Coating	
Standard Types	\$[15-100.00] std \$35.00
Premium Types	\$[26-125.00] std \$48.00
Ultra Types	\$[40-150.00] std \$60.00
Blended Invisible Bifocal Lenses	\$[16-100.00] std \$20.00
Ultra Violet Coating	\$[10-100.00] std \$12.00
Polycarbonate Lenses	\$[24-150.00]* std \$30.00
High Index Lenses	\$[36-200.00] std \$55.00
Plastic Photosensitive Lenses	\$[38-200.00] std \$65.00
Polarized Lenses	\$[38-200.00] std \$75.00
Intermediate Vision Lenses	\$[15-150.00] std \$30.00
Scratch Protection Plan	
Single Vision Lenses	\$[0-100.00] std \$20.00
Multifocal Lenses	\$[0-150.00] std \$40.00

\*no Copayment for children up to age [19-26] (std is 19) or monocular patients.]

### OUT-OF-NETWORK BENEFITS

A Covered Person may use the Provider of their choice for the following covered vision services. Benefits will be paid up to the Allowance shown below. The balance of the charge is the Covered Person's responsibility.

	<b><u>Allowance*</u></b>
Eye Examination	\$[0.00-150.00] std \$40.00
Materials	
Frames	\$[10.00-200.00] std \$45.00
Lenses	
Single Vision	\$[10.00-200.00] std \$40.00
Bifocal	\$[10.00-200.00] std \$60.00
Trifocal	\$[10.00-200.00] std \$80.00
Lenticular	\$[20.00-250.00] std \$80.00
Contact Lenses	\$[20.00-300.00] std \$120.00

\*Unless the examination and materials are medically necessary, any charges in excess of the Allowance are Your responsibility.

Medically Necessary Contact Lens	\$[50.00-350.00] std \$210.00
----------------------------------	-------------------------------

*The Covered Person or the attending Provider must send a completed request to Us for medically necessary contact lenses before the lenses are dispensed. Any amount due, over the Allowance for such lenses, is the Covered Person's responsibility. If the required approval is not obtained, benefits will not be paid for such lenses and the entire charge will be Your responsibility.*

## Plan Description (Cont.)

### [LOW VISION PROGRAM

Comprehensive Evaluation	Once every [12-60] std 60 months (includes [one-four] std four follow-up visits)
Maximum per Evaluation	[\$100-500.00] std \$300
Maximum per Follow-up Visit	[\$50-300.00] std \$100
Low Vision Aids	
Maximum per Aid	[\$300-1,000.00] std \$600
Lifetime Maximum for all Aids	[\$800-2,000.00] std \$1,200

Note this program is available both In and Out of network and is subject to prior approval - the Covered Person or the attending Provider must send a completed request to Us prior to the initial evaluation. Once approved, a Covered Person is eligible for a comprehensive low vision evaluation and [one-four] (std four) follow-up visits every [12-60] (std 60) months up to the maximum for such evaluation and visits shown above. Low vision aids will be provided as prescribed up to the maximum per aid, subject to the lifetime maximum for all aids shown above. Any amount due over the allowances above for an evaluation, follow-up visits or aids, is the Covered Person's responsibility. If the required approval is not obtained, no benefits will be paid for any such evaluation, follow-up visits or aids - the entire charge for such services or supplies will be Your responsibility.] ]

## Definition of Certain Terms

### **[Actively-at-Work]**

You will be considered to be actively-at-work with Your Employer on a day, which is one of Your Employer's scheduled workdays if You are performing, in the usual way, all of the regular duties of Your job on a full time basis on that day. You will be deemed to be actively-at-work on a day, which is not one of Your Employer's scheduled workdays, only if You were actively-at-work on the preceding scheduled workday.]

### **[Active Full-time Employee]**

An employee who works the minimum number of regularly scheduled hours for the Employer indicated on the Schedule of Benefits. [An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer.] [Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.]

### **Allowance**

The flat dollar amount payable under this Policy for eye examinations, the fitting of eyeglasses or Materials received and/or purchased by the Covered Person.

### **Annual Enrollment Period**

The period of time, established by the Employer, during which You have an opportunity to select Your benefits and Your Dependent's benefits for the coming year.

### **Copayment**

The amount the Covered Person is required to pay to the Provider prior to an eye examination or toward the cost of Materials. Copayments, if applicable, are shown in the Plan Description.

### **Covered Person**

All individuals and dependents whose insurance is in force under the policy.

### **Covered Vision Expense**

An expense for eye examinations, the fitting of eyeglasses or Materials, incurred by the Covered Person, for which benefits are payable under the Policy.

### **Eligibility Date**

The date a full-time employee in an eligible class satisfies the probationary waiting period shown in Section 1. Policy Data.

### **Enrollment, Enrollment Form**

The written request for enrollment in the plan of insurance by an eligible person on a form acceptable to Us.

### **In-Network Provider**

Providers who have entered into a contract with [Davis Vision] to provide eye examinations and/or materials on a Scheduled Fee basis. These Providers are part of [Davis Vision's] Provider Network.

### **Insured Individual**

An individual whose insurance is in force under the terms of the Policy.

### **Insured Dependent**

A Spouse or Child(ren) whose insurance is in force under the terms of the Policy.

### **Kansas City Life**

Kansas City Life Insurance Company, a Missouri corporation, with its Home Office located at 3520 Broadway, Kansas City, Missouri 64111 and the telephone number is (816) 753-7000.

### **Life Event**

Life Event means one of the following: 1) Your marriage or divorce; 2) the death of Your spouse; 3) the birth or adoption of Your child; 4) the death of Your child; 5) a change in the employment status of Your spouse; or 6) a change in Your employment status.

### **Materials**

Frames and lenses provided to a Covered Person for ophthalmic correction under the terms and

conditions of the Policy.

**[Optional In-Network Items]**

Materials provided under the Policy that can be selected at the Covered Person's option, subject to a Copayment, if any, shown in the Plan Description.]

**Out-of-Network Provider**

Providers of optometric services who have *not* entered into a contract with [Davis Vision] to provide vision care services.

**Policy**

The contract of insurance made by Kansas City Life and the Policyholder.

**Policyholder**

The firm or other organization in whose name the Policy is issued. The term Policyholder will include only those Subsidiaries, Divisions and Affiliates listed in the Policy.

**Provider**

A practitioner who is a legally qualified professional providing eye examinations and refractive and/or post-refractive services within the scope of their license. This term includes an ophthalmologist, an optometrist or an optician recognized as such in accordance with the laws of the state in which the services are provided. The Policy recognizes two categories of Providers; In-Network Providers and Out-of-Network Providers. Refer to these definitions for further information.

**Scheduled Fee**

The amount negotiated between an In-Network Provider and [Davis Vision] as full payment for eye examinations, the fitting of eyeglasses and Materials received or purchased by the Covered Person.

**Usual and Customary Charge**

That portion of a charge, as determined by Us, made by a Provider for eye examinations, the fitting of eyeglasses or Materials which does not exceed the lesser of:

- 1) the customary charge made by other providers rendering or furnishing such care, treatment or supplies within the same geographic area; or
- 2) the usual charge the provider most frequently makes to patients for the same service.

We will base our determination of the customary charges within a geographical area on a study or survey done to determine such charges. Consideration will be given to the nature and severity of the condition being treated including any complications which require additional time, skill, treatment or expertise.

**We, Us, and Our**

Kansas City Life Insurance Company also referred to as Kansas City Life.

**You/Your**

The individual who is insured under this plan. The words "You" and "Your" with respect to any benefits, rights and privileges outlined in this certificate, refer to the employee.

## Eligibility and Effective Dates

### **Who can be insured?**

All members of the eligible classes shown on the Schedule of Benefits can be insured.

### **When am I eligible to be insured?**

You are eligible to be insured on the latest of:

- 1) the policy effective date;
- 2) the date You become a member of an eligible class shown on the Schedule of Benefits; or
- 3) the date You complete the probationary waiting period (if any).

The probationary waiting period may differ for current and new Insured Individuals. The probationary waiting periods are shown in the Vision Insurance Policy.

### **[When does my insurance begin?**

To become insured, You must complete, sign and submit an enrollment form to the Policyholder within 31 days of Your eligibility date.

#### **(If the first of the policy month effective date applies)**

Your insurance begins on the first day of the policy month, which coincides with, or next follows the date You are first eligible, but only if You are a member of an eligible class on the date insurance is to begin.

If You are not a member of an eligible class on the date insurance is to begin, insurance will begin on the first day of the policy month following Your entry into an eligible class.

#### **(If the first of the policy month effective date does not apply)**

Your insurance begins on the date You are first eligible, but only if You are a member of an eligible class on the date insurance is to begin.

If You are not a member of an eligible class on the date insurance is to begin, insurance will begin on the next date that You are a member of an eligible class.

To become insured, You must complete, sign and submit an enrollment form to the Policyholder within 31 days of Your eligibility date.

#### **(If the first of the policy month effective date applies)**

Your insurance begins on the later of the following dates, but only if You are a member of an eligible class on the date insurance is to begin:

- 1) the first day of the policy month which coincides with or next follows the date You are first eligible, if You submit the enrollment form on or before the date You are first eligible;
- 2) the first day of the policy month, which coincides with or next follows the date You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible;
- 3) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
- 4) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.

You cannot apply for insurance or for a change in Your insurance option at any other time.

If You are not a member of an eligible class on the date insurance is to begin, such insurance will begin on the first day of the policy month following Your entry into an eligible class.

#### **(If the first of the policy month effective date does not apply)**

Your insurance begins on the later of the following dates, but only if You are a member of an eligible class on the date insurance is to begin:

- 1) the date You are first eligible, if You submit the enrollment form on or before the date You are first eligible;
- 2) the date You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible;
- 3) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
- 4) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.

You cannot apply for insurance or for a change in Your insurance option at any other time.

If You are not a member of an eligible class on the date insurance is to begin, such insurance will begin on the next date that You are a member of an eligible class.】

**When am I eligible for insurance for my dependents?**

You are eligible for insurance for Your dependents on the later of:

- 1) the date You are eligible to be insured; or
- 2) the date You acquire an eligible dependent.

The date acquired for eligible dependents is as follows:

- 1) a spouse is deemed acquired on the date of marriage;
- 2) a natural child is deemed acquired on the date of birth;
- 3) an adopted child is deemed acquired on the date of placement for the purpose of adoption and continues to be eligible unless the placement is disrupted prior to legal adoption and the child is removed from placement;
- 4) a stepchild is deemed acquired on the date of marriage to the natural parent; and
- 5) a grandchild or other child is deemed acquired on the first date he or she meets the definition of "child" as shown below.

**Who are eligible dependents?**

Eligible dependents are:

- 1) Your spouse; and/or
- 2) [each unmarried child who is:
  - a) under [19] years of age;
  - b) [19 years of age, or to age 25, if the child:
    - i) is a full-time student. A full-time student is a dependent child who attends an accredited high school, college, university, technical school, trade school or vocational school on a full-time basis. It is the responsibility of the insured individual to provide Kansas City Life with evidence of a dependent's full-time student status if older than age 19. This evidence must be presented on school letterhead each semester and include the semester enrolled and the number of credit hours; or]
  - c) age [19] or over if the child:
    - i) is incapable of earning a living due to mental or physical handicap on the day before reaching the age limit;
    - ii) depends on You for more than half of his or her support on that day; and
    - iii) remains incapacitated and dependent as described. You must submit proof of incapacity and dependency to Kansas City Life within 31 days after the child reaches the age limit. Kansas City Life can require proof of continued incapacity and dependency but not more than once each year after the two-year period following the child reaching that age limit.】

Child includes only:

- 1) Your natural child or adopted child; and/or
- 2) Your stepchild, grandchild, or other child who lives with You in a regular parent-child relationship and for whom You (or Your spouse who lives with You) have legal custody ordered by a court of competent jurisdiction.

No one can be insured as a dependent of more than one Insured Individual.

No one on active duty in the Armed Forces of any country can be insured as a dependent.

No one can be insured as a dependent if eligible for insurance as an Insured Individual, except if You and Your spouse can be insured as an Insured Individual, one (and only one) of You may insure the other for vision care expenses.

**[When does insurance for dependents begin?**

To insure Your dependents, You must complete, sign and submit an enrollment form to the Policyholder within 31 days after Your dependent becomes eligible. Your request must include all Your dependents then eligible.

**(If the first of the policy month effective date applies)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins; or
- 2) the first day of the policy month, which coincides with the date, You are first eligible for insurance for Your dependents.

**(If the first of the policy month effective date does not apply)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins; or
- 2) the date You are first eligible for insurance for Your dependents.

To insure Your dependents, You must complete, sign and submit an enrollment form to the Policyholder within 31 days after Your dependent becomes eligible. Your request must include all Your dependents then eligible.

**(If the first of the policy month effective date applies)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins;
- 2) the first day of the policy month which coincides with or next follows:
  - a) the date You are first eligible for insurance for Your dependents, if You submit the enrollment form on or before the date You are first eligible for insurance for Your dependents;
  - b) the date You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible for insurance for Your dependents;
  - c) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
  - d) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.

You cannot apply for insurance or for a change in Your dependent's insurance option at any other time.

**(If the first of the policy month effective date does not apply)**

The dependent's insurance begins for each dependent then eligible on the later of:

- 1) the date Your insurance begins;
- 2) the date:
  - a) You are first eligible for insurance for Your dependents, if You submit the enrollment form on or before the date You are first eligible for insurance for Your dependents;
  - b) You submit the enrollment form, if You submit the enrollment form within 31 days after the date You are first eligible for insurance for Your dependents;
  - c) [the first day of the policy month which follows the Annual Open Enrollment Period; or]
  - d) the date You submit the enrollment form, if You submit the enrollment form within 31 days of a Life Event.]

You cannot apply for insurance or for a change in Your dependent's insurance option at any other time.

You must inform Kansas City Life and the Policyholder in writing when Your last dependent is no longer eligible. The Policyholder has forms available for this purpose. Kansas City Life will not give refunds or credits for Your payment toward the cost of insurance for Your dependents for any period before the later of:

- 1) the date Your last dependent's insurance ends; or
- 2) 90 days before the date Kansas City Life is informed.

**Dependents acquired after Your coverage is effective.**

Newborns are covered from the date of birth to the next premium due date that is at least 31 days after the child's birth. To continue coverage after this date You must request the coverage in writing and agree to make any required contributions.

All other dependents will be covered from the date of eligibility, if written request and payment of any required premium is submitted within 31 days.

## **Termination Provisions**

**When does insurance terminate?**

[Insurance under the Policy for You or Your dependents will end at 11:59 p.m. on the earliest of:

- 1) the date the Policy terminates;
- 2) the date the Policy is amended or changed to end the insurance for the class of eligible individuals to which You belong;
- 3) the date You cease to be a member of a class for whom insurance is provided;
- 4) the date that ends the period for which You last made any required payment toward the cost of insurance for You or Your dependents;
- 5) the date You cease to be actively-at-work as a full-time employee of the employer, if the Policy requires You to be actively-at-work [except as provided under a covered leave of absence, [temporary layoff], [change in employment status], [labor strike], or [injury or illness]];
- 6) the date Your dependents cease to be eligible;
- 7) the date, which You or Your dependent enters the Armed Forces, other than for reserve duty of 30 days or less.]

**[If I terminate my coverage when will I be eligible to re-enroll in coverage?**

Once You enroll in this coverage, You can't terminate Your vision coverage until the next Annual Open Enrollment Period. If You terminate Your vision coverage, You can't enroll again until the next Annual Open Enrollment Period. If Your insurance ends because You fail to make the required premium contribution, You and Your Dependents, if any, will not be eligible until the next Annual Open Enrollment Period.]

**Can my coverage continue while I am not actively-at-work?**

The Policyholder may (but is not required to) consider You a member of an eligible class (and continue Your insurance) even though You are:

- 1) put on approved leave of absence;
- 2) [temporarily laid-off and the Policyholder expects to call You back to work;]
- 3) [placed on part-time employment; or]
- 4) [unable to work because of injury or sickness.]

The Policyholder must treat all Insured Individuals the same for purposes of continuing insurance.

If Your insurance is so continued, it will end on the earliest of:

- 1) the date the Policyholder notifies Kansas City Life that You are no longer a member of an eligible class; or
- 2) the date that ends the period for which the Policyholder last paid the premium for You; or
- 3) the date that ends the maximum continuation period for which the insurance can be continued.

The maximum continuation period is as follows:

- for FMLA or State FML – leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments or by applicable state law
- [for [temporary lay-off], [part time employment] or [approved leave of absence] –[one month]]
- [for injury or sickness – the lesser of one year from the date injury or sickness begins or the attainment of age [65]]



## Benefits Payable

### What benefits are payable?

Subject to all the terms of the Policy, we will pay for Covered Vision Expenses incurred by You and Your Covered Dependents as shown in the Plan Description.

### What is the difference between an In-Network Provider and an Out-of-Network Provider?

In-Network Providers have entered into a contract with [Davis Vision] to provide eye examinations and/or materials on a Scheduled Fee basis. These Providers are part of [Davis Vision's] Provider Network. Out-of-Network Providers of optometric services have *not* entered into a contract with [Davis Vision] to provide vision care services.

You and Your Dependents may use either an In-Network or an Out-of-Network Provider for Covered Vision Expenses. If an In-Network Provider is used, You will only be billed for the difference between the applicable Copayment, if any, and the Scheduled Fee for the Covered Vision Expense. Use of an Out-of-Network Provider may result in additional charges. Out-of-Network Providers may bill You for the difference between the Allowance and the Provider's *actual charge* for the eye examination and materials.

## Covered Vision Expenses

Subject to the Limitations and Exclusions, Covered Vision Expenses include charges made by a Provider for the following vision care services while You or Your Dependents, if any, are insured for these benefits. The benefits payable under the Policy vary depending upon which Provider rendered the services.

### Eye Examination

Covered Expenses for an eye examination include the following procedures:

- 1) Case history - chief complaint, eye and vision history, medical history
- 2) Entrance distance acuities
- 3) External ocular evaluation including slit lamp examination
- 4) Internal ocular examination
- 5) Tonometry
- 6) Distance refraction - objective and subjective
- 7) Binocular coordination and ocular motility evaluation
- 8) Evaluation of pupillary function
- 9) Biomicroscopy
- 10) Gross visual fields
- 11) Assessment and plan
- 12) Advise a Covered Person on matters pertaining to vision care
- 13) Form completion - school, motor vehicle, etc.

Eye examinations from an In-Network Provider are subject to the Copayment shown in the Plan Description. The Covered Person must contact an In-Network Provider before an eye examination. The In-Network Provider will verify that person's eligibility for Covered Expenses with Us before the examination takes place. The Provider will submit the Covered Person's claim directly to Us.

Benefits under the Policy for eye examinations from an Out-of-Network Provider are payable up to the Allowance shown in the Plan Description or the actual charge for the eye examination, whichever is less. A Covered Person is responsible for any amount in excess of the Allowance.

### Fitting of Eyeglasses

If vision correction is recommended by a Provider, Covered Vision Expenses will include the fitting of eyeglasses and follow-up adjustments.

**Materials**

[Designer Collection frames and the following lenses as provided through [Davis Vision]]:

- 1) Glass or plastic lenses, in single vision, bifocal or trifocal prescriptions. The following types of lenses are also included:
  - a) Prescription sunglasses with grey glass #3 lenses
  - b) Oversized lenses
  - c) Fashion and gradient tinting of plastic lenses
  - d) Cataract lenses
  - e) Contact lenses

The above materials are subject to the Copayment for In-Network Benefits shown in the Plan Description.

- [2) Optional In-Network Items. These materials are subject to the Copayment for Optional In-Network Items shown in the Plan Description:
  - a) Progressive Addition Multifocal Lenses (e.g. invisible bifocals)
  - b) Photochromic Lenses - Single vision or multifocal
  - c) Scratch Resistant Coating
  - d) Standard Anti-Reflective Coating
  - e) Premium Anti-Reflective Coating
  - f) Ultra Anti-Reflective Coating
  - g) Blended Invisible Bifocal Lenses
  - h) Ultraviolet Coating
  - i) Polycarbonate Lenses (covered in full for children up to age [19-26] (std is 19) and monocular individuals)
  - j) High index lenses
  - k) Plastic Photosensitive Lenses
  - l) Polarized lenses
  - m) Intermediate Vision Lenses
  - n) Premier Frames - Frames from the Premier Collection are available with the Designer Collection package at the option of the Covered Person.]

Frames and lenses from an Out-of-Network Provider or from an In-Network Provider's own collection are payable up to the Allowance shown in the Plan Description for Out-of-Network Materials or the actual charge for the frames and lenses, whichever is less. A Covered Person is responsible for any amount in excess of the Allowance shown in the Plan Description.

Medically necessary contact lenses prescribed for a Covered Person are subject to prior approval. The Covered Person or the attending Provider must send a completed request to Us before the lenses are dispensed. If the required approval is not obtained no benefit will be paid for such lenses and the entire charge will be Your responsibility.

The incurred date of charge for a vision care examination, refractive and/or post refractive services or materials, as evidenced by a proper receipt, is:

- 1) the date a service or procedure is performed; or
- 2) the date a purchase is made.

**[Low Vision Program**

Benefits are payable up to the allowance, subject to the maximum shown in the Plan Description for the Covered Vision Expense. Covered Vision Expenses include:

- Comprehensive low vision evaluation in addition to a comprehensive eye examination when the comprehensive eye examination indicates a need for such an evaluation
- Follow-up visits
- Low Vision Aids

This benefit is subject to prior approval. The Covered Person or the attending Provider must send a completed request to Us prior to the initial low vision evaluation. If the required approval is not obtained, no benefits will be paid for the above expenses and the entire charge will be Your responsibility.]

## **Limitations and Exclusions**

**What are the limitations and exclusions?**

Benefits will not be paid for and the term "Covered Vision Expenses" will not include charges:

- 1) For services or supplies not recommended by a Provider.
- 2) For periodic vision examinations, except as provided for in the Plan Description.
- 3) For eye examinations required by an Employer as a condition of employment.
- 4) For services or materials provided in connection with special procedures such as orthoptics and visual training, or in connection with medical or surgical treatment.
- 5) For lenses which do not provide vision correction.
- 6) For two pair of glasses in lieu of bifocals.
- 7) For charges for the replacement of lost or stolen lenses or frames within [24] months of service.
- 8) For sickness or injury covered by a workers' compensation act or other similar legislation.
- 9) Incurred as a direct or indirect result of war (declared or undeclared).
- 10) Incurred as a result of an intentionally self-inflicted injury or injury sustained while committing a crime.
- 11) For services or supplies furnished to a Covered Person before the effective date of the Policy or after the date a Covered Person's Insurance ends.
- 12) For services or supplies which are not generally accepted in the United States as being necessary and appropriate for the treatment of a patient's sickness or injury.
- 13) For any medical treatment rendered outside the United States [or Canada].
- 14) For services rendered by practitioners who do not meet the definition of Provider.
- 15) For expenses covered by:
  - a) Any other group insurance.
  - b) A health maintenance organization or hospital or medical services prepayment plan available through an Employer, union or association.
- 16) For any expenses covered by any union welfare plan or governmental program or a plan required by law.
- 17) For medically necessary contact lenses prescribed for a Covered Person for which prior approval was not obtained from Us.

- [18) For comprehensive low vision evaluations, subsequent follow-up visits following such evaluation or low vision aids for which prior approval was not obtained from Us.]

## Coordination of Benefits (“COB”)

It is common for family members to be covered by more than one Vision care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers. Kansas City Life will request information regarding eligible dependents’ coverage under other plans once per year.

The purpose of this coverage is to provide protection not profit. In no event will reimbursement by all coverages combined exceed 100% of allowable expenses during a benefit determination period.

**Benefit Determination Period** – A calendar year beginning on January 1st and ending on December 31st.

**Allowable Expenses** - Any medically necessary, reasonable and customary item of expense that is covered in part or in full by either one or both plans. If a plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an expense incurred and a benefit paid. Benefit reductions for failure to follow the primary plans rules are not an allowable expense.

**Primary Plan** – The plan that pays benefits first based on the established Order of Benefit Determination rules.

**Secondary Plan** – The plan that coordinates benefits with the primary plan and usually pays a reduced benefit.

**Credit Reserve** – The difference between what the plan would have paid had there been no other coverage and the amount actually paid after coordinating benefits.

### Order of Benefit Determination

If you or a family member are covered under another group plan as well as this one, the following Order of Benefit Determination will be used to determine which plan is primary and which plan is secondary.

- 1) The plan that does not have a COB provision will always be primary.
- 2) The plan that covers the claimant, as an employee will pay their benefits before the plan that covers the claimant as a dependent.
- 3) In the case of a dependent child, the plan that covers the parent whose birthday (month/day) occurs earlier in the year will pay their benefits before the plan that covers the parent whose birthday occurs later in the year. If both parents have the same birthday then the plan that has covered the child the longest will pay their benefits first. If the other plan does not have this “birthday rule” then the rule of the other plan (the “gender rule”) will apply.
- 4) In the case of divorced or legally separated parents, the plan covering the claimant as a dependent of the natural parent with custody will pay their benefits before the plan covering the claimant as a dependent of the parent without custody.
- 5) If the parent with custody has remarried then the plan covering the claimant as a dependent of the parent with custody pays their benefits first, the plan covering the claimant as a dependent of the step-parent with custody pays second and the plan covering the claimant as a dependent of the parent without custody pays last.
- 6) If there is a court order that establishes financial responsibility for medical, dental or other health care expenses of the child, the plan that covers the parent with such financial responsibility will pay their benefits before any other plan that covers the child as a dependent.
- 7) If the above rules do not establish Order of Benefit Determination then the plan that has covered the claimant the longest will be primary.

### How COB works

**As the primary carrier**, we will pay the benefits due under this plan as if there were no other coverage.

**As the secondary carrier**, we will require an Explanation of Benefits from the primary carrier. We will calculate our normal benefit, subtract the primary carrier’s payment from the allowable expense and pay the difference up to our normal benefit. The difference between the amount paid and the amount we would have paid had there been no other coverage is put into a credit reserve account. This reserve is

used to pay for expenses incurred during a benefit determination period that might not otherwise have been payable. In no event will we pay more than we would have paid in the absence of other coverage.

In the event the primary carrier has a different allowance for the same service, we will consider the higher of the two as an allowable expense.

In the event the primary carrier covers a service that is not covered under this plan, benefits may be payable up to the amount held in credit reserve for the year. If there is no credit reserve, no benefits will be payable.

In order to make this provision work properly you are required to furnish other coverage information to Kansas City Life and all charges must be submitted to both carriers.

As permitted by law, Kansas City Life may:

- 1) Obtain from any person, provider, insurance company or organization information required to make this provision work; and
- 2) Release to any person, provider, insurance company or organization information required to make this provision work.

Under this provision, Kansas City Life reserves the right to:

- 1) Recover any overpayment which Kansas City Life may have made to you or any provider, insurance company, person or organization on your behalf, and
- 2) Reimburse any other organization up to the limits of our liability under this plan for payments that should have been made by Kansas City Life but were made by the other organization in error. Any amount paid under this provision will be considered a benefit paid and will be applied to the claimant's annual and/or lifetime maximum.

## **Claim Provisions**

### **How do I file a claim?**

All claims for benefits should be submitted on Our forms. All claims for Out-of-Network benefits should be submitted on Our forms. You or the Provider should obtain claim forms from the Policyholder or Us. If We fail to provide You with claim forms within 15 days of Your request, You:

- 1) May submit Your claim in a letter stating the medical expense for which the claim is made.
- 2) Will be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for submitting proof of loss, written proof covering the occurrence for which a claim is made, and the character and the extent of loss for which a claim is made.

### **When are benefits payable?**

Subject to satisfactory written proof of loss, any benefits payable under the Policy will be paid within 35 days of Our written receipt of such proof of loss, or Our initial notice of decision of claim, if later.

All In-network benefits will be paid directly to the Provider. Out-of-network benefits will be paid to You unless You provide written authorization for payment to the Provider. Any accrued benefits unpaid at the time of Your death will either be paid to Your beneficiary or to Your estate. If any benefits are payable to Your estate, or to a person who is a minor, or otherwise not competent to give a valid release, We may pay the indemnity to an amount not exceeding \$1,000 to any of Your relatives by blood or marriage who We deem to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

### **When must a claim be filed to receive benefits?**

Written notice of a claim must be given to Us within 20 days after the incurred date of the Covered Vision Expense or as soon thereafter as reasonably possible. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. If an In-Network Provider is used, notice of claim will be given to Us directly by the Provider on behalf of the Covered Person.

No action at law or inequity may be brought to recover under the Policy before 60 days after proof of loss has been filed nor will such action be brought at all unless brought within three years from the end of the time allowed for furnishing proof of loss.

**What notification will You receive if Your claim is denied?**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

**What recourse do You have if Your claim is denied?**

On any denied claim, You or Your representative may appeal to Us for a full and fair review. You may:

- 1) request a review upon written application within 180 days of the claim denial;
- 2) review pertinent documents; and
- 3) submit issues and documents in writing.

We will make a decision no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific references to the policy provisions on which the decision is based.